

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL & SUBSISTENCE PROVISION

FOR

BRICK TENDER:

BRICK TENDER

TRAINEE 1ST PERIOD (0 TO 375 HOURS)

TRAINEE 2ND PERIOD (376 TO 750 HOURS)

TRAINEE 3RD PERIOD (751 TO 1125 HOURS)

TRAINEE 4TH PERIOD (1126 TO 1500 HOURS)

TRAINEE 5TH PERIOD (1501 TO 1875 HOURS)

TRAINEE 6TH PERIOD (1876 TO 2250 HOURS)

TRAINEE 7TH PERIOD (2251 TO 2635 HOURS)

TRAINEE 8TH PERIOD (2636 TO 3000 HOURS)

IN

San Diego County

BRICK, BLOCK, AND STONE MASON TENDERS

AGREEMENT

Between

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL NO. 89

And the

**MASONRY CONTRACTORS ASSOCIATION OF SAN DIEGO
AND IMPERIAL COUNTIES, INC.**

May 1, 2005 through April 30, 2008

R E C E I V E D
Department of Industrial Relations
AUG 16 2005
Div. of Labor Statistics & Research
Chief's Office

13. Failure to abide by the decision of the Joint Committee or an Arbitrator.
14. Failure to replace depleted cash and/or surety bond, immediately.

ARTICLE XIX EMPLOYEE'S RIGHTS

- A. Workmen and/or Employers shall not be required to sign or execute any documents other than those which they are required to sign or by the terms of this Article.
- B. An Employee shall be required to execute a release and/or waiver or wage lien if the Employee is paid in full in cash or by certified check by his Employer. An Employee who is paid in a manner other than cash or certified check has the option to execute, or refuse to execute, a release and/or waiver of wage lien. No Employee who is paid in a manner other than cash or certified check shall be terminated or discriminated against by the Employer if such Employee refuses to execute a release and/or waiver of wage lien.
- C. It shall not be a breach or violation of this Agreement for workmen singly or collectively to refuse to continue working on a job where a demand violates of Section A or Section B of this Article has been made.
- D. If an Employee uses his own truck or motor vehicle to transport material or equipment for the Employer, or in any way uses said truck or motor vehicle for the benefit of the Employer and his business, said Employer shall be required to pay the Employee not less than Thirty Dollars (\$30.00) per day for the use of said truck or vehicle for each day or portion thereof. (Personal hand tools are an exception.)
Neither shall it be a breach or violation of this Agreement for the Union to decline to allow workmen to continue working on and/or to decline to refer workmen to a job or project where a demand violation of Section A or Section B of this Article has been made, notwithstanding the provisions of Article IX B, No Strike Clause.

ARTICLE XX MISCELLANEOUS

No workmen shall be allowed to contract for labor and/or materials unless he is a C-29 licensed contractor of the State of California.

ARTICLE XXI STEWARD

- A. The Craft Steward shall be a working Employee, appointed by the Union, who shall, in addition to his work as a Mason Tender, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employers agree to allow a reasonable time for performance of his proper Union assigned duties. The Union shall notify the Employer, or his Representative, in writing, of the appointment of each Craft Steward. It is recognized by the Employer that the Steward shall remain on the job as long as there is work in a classification, which he performs capably, except that the Employer shall not be required to retain the Steward in